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IN THE

Supreme Court of the United States

OCTOBER TERM, 1970

No. 634

ALLIE REYNOLDS, ETC.,

Petitioner,

—against—

JAMES P. BUNNING, RICHARD HALL, CHARLES SEGAR and MAJOR LEAGUE BASEBALL PLAYERS ASSOCIATION,

Respondents.

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

BRIEF FOR RESPONDENT MAJOR LEAGUE BASEBALL PLAYERS ASSOCIATION

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October 2, 1970

INDEX

PAGE.

STATEMENT 1

ARGUMENT:

The Petition for a Writ of Certiorari should be dismissed 2

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This brief in opposition to the petition of Allie Reynolds for a writ of certiorari is submitted on behalf of the Major League Baseball Players Association, intervening defendant below.

STATEMENT

The Players Association is the duly authorized collective bargaining agent of all active Major League baseball players, coaches, trainers and field managers. As such it negotiated and was a party to a contract dated January 1, 1967, with the 20 Major League clubs pursuant to which the

Major League Baseball Players Benefit Plan ("Benefit Plan") existed from April 1, 1967, through March 31, 1969 (A. 89a).*

During this period the amounts agreed to be paid into the Pension Fund were substantially more than under the contract in effect from 1962-67, and as a result it was possible to amend the Benefit Plan effective April 1, 1967, to increase primary pension benefits on retirement for all vested members active at any time in preceding ten years, and for all members who would become vested after March 31, 1967. These amendments were approved by the Players Representatives on February 28, 1967, and were ratified by a unanimous vote of the players, managers, coaches and trainers (Aff. of Marvin Miller dated February 14, 1968, p. 3).

The Players Association intervened below because Reynolds was attacking its power to enter into collective bargaining agreements with the Major League club owners with respect to pension matters and because the rights asserted by Reynolds, to always share equally in negotiated benefit improvements, if upheld, would mean either a substantial reduction in the additional benefits provided by the April 1, 1967 amendments or a very large increase in unfunded liabilities for the Benefit Plan. The practical effect of either is to take money out of the pockets of the active members.

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*The Appendix to Appellants' Brief below is cited as "A".

ARGUMENT

THE PETITION FOR A WRIT OF CERTIORARI SHOULD BE DISMISSED.

Reynolds is asserting a right to share forever in any additional benefit granted under the Benefit Plan based on an alleged oral agreement made in 1954 and general principles of equity. Reynolds' contract claim is utterly without merit and was properly rejected by the courts below. His additional claim of a right based on general equitable principles ignores the realities of collective bargaining. It is the active players whose activities are now generating the funds paid into the pension fund, and it is for them, together with the employers with whom they are negotiating, to decide what additional benefits should be purchased therewith. This was the procedure followed with respect to the 1967 amendment at issue in this action.

Thus, the cases cited by Reynolds holding that a pension committee may not arbitrarily interpret the term of a pension plan are inapplicable.

Moreover, Reynolds asserts no claim that the class he represents has not or will not receive every dollar they were entitled to under the Benefit Plan as it existed when they ceased playing baseball. Indeed, in 1957 and again in 1962, the pension benefits of this class were substantially increased by amendments to the Benefit Plan voluntarily adopted by the active players, which provided such increased benefits for all vested members who had been active in the Major Leagues at any time in the preceding ten years. Thus, maximum monthly benefits to which Reynolds' class is entitled were increased from $100 to $786.28 since they ceased playing. They were excluded from the additional benefits negotiated by the active players in 1967, because by that time they had been inactive for more than 10 years or had already started to draw their pension benefits.

CONCLUSION

For the foregoing reasons, and for those set forth in the Brief submitted on behalf of Respondents Bunning, Hall and Segar, the petition for a writ of certiorari should be denied.

October 2, 1970.

Respectfully submitted,

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